

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030123

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute an Interlocal Agreement between Lee County, and Messiah Lutheran Church in North Fort Myers.

WHY ACTION IS NECESSARY: The Board of County Commissioners must approve Interlocal Agreements.

WHAT ACTION ACCOMPLISHES: : Provides storm shelter for emergency workers and family members from Pine Island and North Fort Myers when they are required to evacuate their facilities and dwellings. It also provides outside space in the parking lots to be used as distribution points and staging areas for response and recovery equipment.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #:

Division of Public Safety (07)

C7A

3. MEETING DATE:

05-20-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION Public Safety
- BY: John D. Wilson, Director *JDW*

7. BACKGROUND:

In January 2002, Messiah Lutheran Church offered their facilities for emergency sheltering. At the request of the County, a consultant inspected the church buildings and determined that two of the buildings (Day Care Center and Family Center) were structurally sound and could be used as storm shelters, if minor retrofits were applied. The two buildings will accommodate approximately 200 people. North Fort Myers and Pine Island are in need of emergency shelter facilities for emergency workers and their family members. It was determined that this facility was adequate to handle this requirement. It was also determined that the parking lots were large enough to be used for equipment staging and distribution points. In the attached agreement, the County agrees to make the modifications identified by the consultant to the Day Care Center and the Family Center prior to using them as emergency shelters. Expected cost to retrofit the buildings should not exceed \$10,000.

Funds are available in: KF5250418200.506510 *pp.*

Attachment 1 – Three (3) copies of the Statement of Agreement

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A	B	C	D	E	F			G	
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager	
					OA	OM	Risk	GC	
<i>[Signature]</i> 5/11/03	<i>[Signature]</i> 5/16/03	<i>N/A</i>		<i>[Signature]</i> 5/16/03	<i>[Signature]</i> 5/17/03	<i>[Signature]</i> 5/17/03	<i>[Signature]</i> 5/17/03	<i>[Signature]</i> 5/17/03	<i>[Signature]</i> 5/17/03

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: *5/16/03*
Time: *4:10 pm*
Forwarded To:
City Admin
5-16-03 4:20

RECEIVED BY
COUNTY ADMIN. *PM*
5-17-03
4:15
COUNTY ADMIN.
FORWARDED TO: *[Signature]*
5/16/03

STATEMENT OF AGREEMENT
CONCERNING THE USE OF REAL ESTATE OR OTHER PREMISES
FOR EMERGENCY RESPONSE, RELIEF, AND RECOVERY EFFORTS

This Agreement is entered into this ____ day of _____, 2002 by and between MESSIAH LUTHERAN CHURCH, the titled owner of certain real estate or other premises hereinafter called the "Owner", and the Board of County Commissioners of Lee County, Florida, a political subdivision and charter county of the State of Florida, hereinafter called the "County", collectively the "Parties" hereto:

NOW THEREFORE, it is mutually agreed between the parties as follows:

1. The Owner owns and controls certain real estate described as follows: MESSIAH LUTHERAN CHURCH located at 2691 NE Pine Island Road, North Fort Myers, Florida 33909 (hereinafter the "Property"). Owner, in consideration of the terms and conditions set out herein, voluntarily and without further monetary compensation, grants permission to the County for the temporary use of the Property, including the Daycare Center, Family Center and parking areas for emergency response, relief and recover efforts. These efforts shall include, but not be limited to, an emergency shelter for emergency workers and their families, a staging area for emergency response equipment, an emergency distribution point, a multi-agency coordinating center, a disaster recovery center and other emergency related uses.
2. Prior to utilizing the facility as an emergency shelter, the County agrees to make certain modifications to the Daycare Facility and the Family Center in order to make the structures more hurricane resistant as recommended by the County's consultant.
3. The County agrees to exercise reasonable care during the use of the Property and further agrees to repair, replace or reimburse the Owner for any and all damage to the Property caused by the County, its agents, employees, or contractors during its occupancy.
4. The County agrees to reimburse the Owner of the Property a prorated share of the telephone, electricity, water and sewer services used by the County, its agents, employees, or contractors, and further the County agrees to reimburse the Owner of

the Property for any specific increased costs incurred for utility services provided that proof of increased cost is provided to the County.

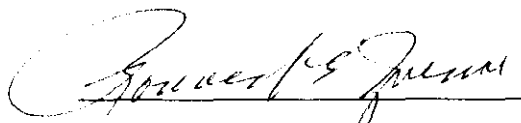
5. The County, based upon the type of emergency event, shall inform the Owner's authorized representative of the intended duration of the temporary use of the property as soon as practicable. Use will be allowed for one (1) week at a time with additional weeks approved by Owner. Said use can be terminated by Owner with seven (7) days notice.
6. The Owner agrees to provide emergency contact information to the County and to update said information annually (See Appendix "A").
7. This Agreement shall remain in force for a period of five (5) years from its execution by the County with the option for the Parties to mutually renew same for an additional five (5) years.
8. The Owner must approve any and all printed materials that are published by the County which refer to the Property.
9. The County shall advise Owner in writing of any rescue organization(s) it intends to assist with the emergency relief efforts on the Property. Said organizations must enter into a Mutual Aid Agreement with the County.
10. The County will be liable to Owner for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official, employee, or contractor during the County's use of the property, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
11. The County agrees to list Owner as an additional insured on its general liability insurance for the purposes of this Agreement, which is subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
12. This Agreement contains the entire Agreement between the Parties hereto and there are no promises, agreements, conditions, undertaking or warranties or representations, oral or written, express or implied, between them except as set forth herein.
13. No change or modification to this Agreement shall be effective unless the same is in writing and signed by both parties hereto.

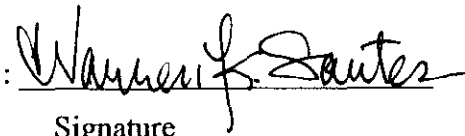
14. Either Party to this Agreement may terminate same for its convenience, without cause, upon thirty (30) days written notice to the non-terminating party.

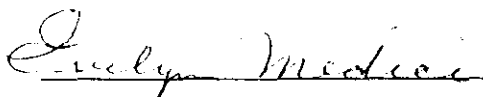
IN WITNESS THEREOF, the Owner caused this Agreement to be executed and the County has caused this Agreement to be executed by the Chairman of the Board of County Commissioners of Lee County, Florida. Said Agreement to become effective and operative upon execution by the County.

SIGNATURES TO THE AGREEMENT

MESSIAH LUTHERAN CHURCH


First Witness

By: 
Signature


Second Witness

Its: Church Council President
Title


BOARD OF COUNTY
COMMISSIONERS OF LEE
COUNTY, FLORIDA

By: _____
Chairman

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM:

By: 
Office of the County Attorney

APPENDIX "A"

Contact List of Authorized Representation of Temporary Use of Real Estate or Other Premises

Name of Site/Facility: Messiah Lutheran Church
Address: 2691 Pine Island Rd. N. Fort Myers, FL. 33909
Phone: 239-995-0133

Primary Emergency Contact: William White
Home Phone: 239-995-4455
Cellular Phone: 239-826-7183

First Emergency Contact
Name: Evelyn Medici
Home Phone: 239-731-4902
Cellular Phone: 239-634-6395

Second Emergency Contact
Name: John Scinaldi
Home Phone: 239-945-1685

APPENDIX "B"

STATEMENT OF INSURANCE
(TO BE ATTACHED UPON EXECUTION BY COUNTY)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

04/25/03

PRODUCER ARTHUR J GALLAGHER-BOCA RATON 2255 GLADES RD SUITE 400E Boca Raton, FL 33431-7379	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Lee County Board of Commissioners Attn: Risk Management Dept. PO Box 398 Ft. Myers, FL 33902	INSURER A: United National Insurance Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR including SIR of \$200,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP0065362	10/01/02	10/01/03	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is additional insured for general liability only however this is limited to the county's liability established in section 768.28, Florida Statutes. For Public Safety emergency workers' families to use site for hurricane shelter and after storm as a distribution and relief supply site. (See Attached Descriptions)

CERTIFICATE HOLDER

Messiah Lutheran Church
 Attn: William White
 2691 Pine Island Road,
 North Fort Myers, FL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

David L. Weaver